THE HON'BLE MR JUSTICE V.V.S.RAO

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WRIT PETITION No. 9724 of 2005

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Dated:23.08.2005

Between:

Madasi Vikuntam, S/o. Kanakiah,
R/o. Gundla Singaram Village, Hannumakonda Mandal,
Warangal District, and others.

..... PETITIONERS

AND

The Government of A.P., rep. by its Secretary, Excise Department,
Secretariat, Hyderabad, and others.

.....RESPONDENTS

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ORDER:

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The petitioners, who are 20 in number, are residents of Gundla Singaram Village, Hanumakonda Mandal, Warangal District. They seek a direction to the respondents to engage them as Hamalies for loading and unloading work in the I.M.L Depot maintained by the A.P.Beverages Corporation, the second respondent herein.

It is the case of the petitioners that the suppliers of liquor are engaging Hamalies outside the Village, though the petitioners and others are available for entrustment of the loading and unloading work. They contend that an obligation is cast on respondent Nos.2 and 5 to compel the suppliers of liquor to engage the local labour for unloading work.

This Court has sent for the relevant agreements entered into between the second respondent and the suppliers. The learned counsel for the second respondent has placed before this Court “Invitation of offers for supply of Premium Category of I.M.L and Wine” as well as the agreement, dated 27.05.2005, entered

into by the A.P.Beverages Corporation with M/s. Mc Dowell & Company Limited. As per the terms and conditions for entering into contract with the second respondent, unloading of the goods shall be the responsibility of the supplier and unloading charges shall be borne by the supplier. Therefore, there was no obligation on the part of the second respondent to engage any labour for the purpose of unloading the goods. When this activity is entrusted to the supplier-who is not a party before this Court, it is not possible to accept the contention of the petitioners and issue a direction to the supplier to accept the services of the petitioners. Further, the copy of the agreement with M/s. Mc Dowell & Company Limited (not party to the writ petition) would show that there is no covenant obligating the supplier to engage the petitioners or local labour for unloading purpose.

It is now well settled that unless and until the petitioners are able to show an enforceable right, no writ would lie. The writ petition is misconceived and is accordingly, dismissed. No costs.

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(V.V.S.RAO, J)

23.08.2005

vs